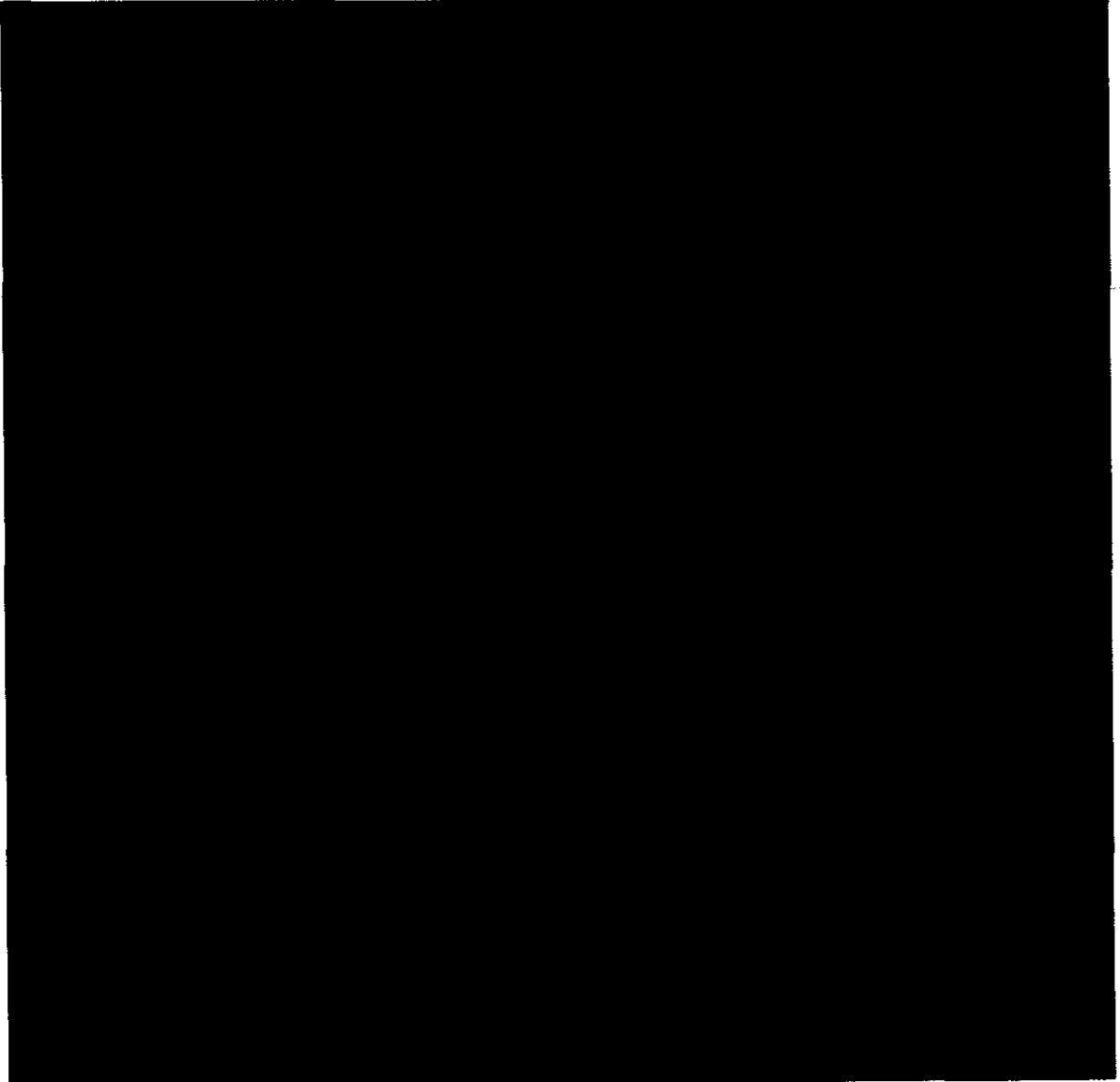


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*EXHIBIT C*





\*\*\* Slip Sheet \*\*\*

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## EXHIBIT G

### WEBPAGE SERVICES AGREEMENT

This WEBPAGE SERVICES AGREEMENT (the "*Agreement*") dated as of the \_\_\_\_ day of \_\_\_\_\_, 2007 (the "*Effective Date*"), is made by and among each of Fox Sports Net Rocky Mountain, LLC, a Delaware limited liability company ("*Rocky Mountain*"), Fox Sports Net Pittsburgh, LLC, a Delaware limited liability company ("*Pittsburgh*"), and Fox Sports Net Northwest, LLC, a Delaware limited liability company ("*Northwest*" and, collectively with Rocky Mountain and Pittsburgh, the "*Transferred Subsidiaries*"), and Fox Interactive Media, Inc., a Delaware corporation ("*FIM*").

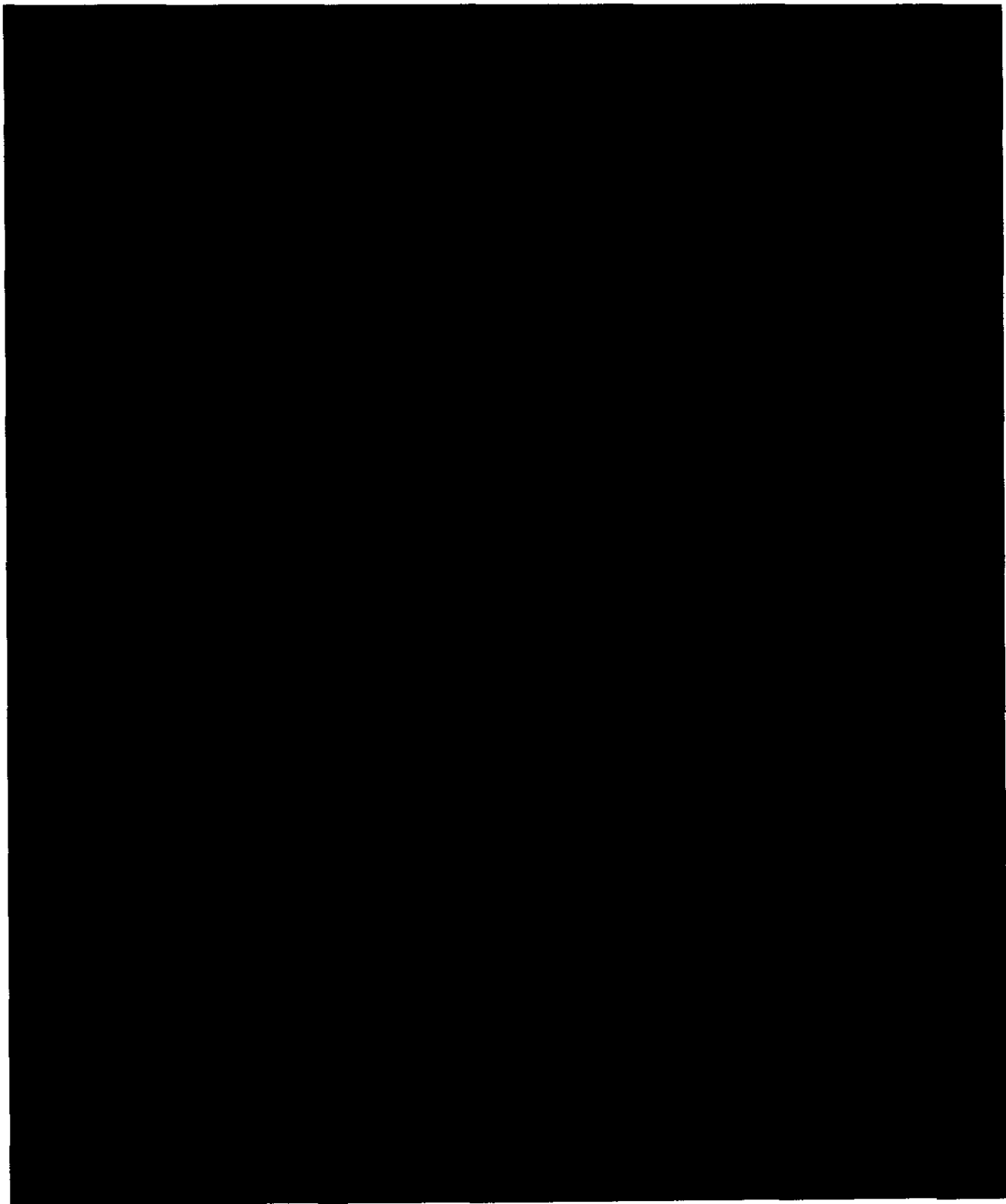
The parties hereby agree as follows:

1. **Services.** Upon the terms and subject to the conditions set forth in this Agreement, each of the Transferred Subsidiaries hereby engages FIM to provide [REDACTED] and FIM hereby agrees to provide to each of the Transferred Subsidiaries, the webpage services set forth in Parts (a), (b) and (c) of this Section 1 (collectively, the "*Services*"):

(a) [REDACTED]

The parties acknowledge and agree that a significant portion of the content that currently appears on the RSN Webpage is provided pursuant to hyperlinks to other pages of the Host Website, and that a significant portion of the Content that will appear on the RSN Webpage during the Term (as defined in Section 6) will be provided pursuant to hyperlinks to other pages of the Host Website. For purposes of this Agreement, the term "*Affiliate*" of an entity means a person (including an entity), directly or indirectly, Controlling, Controlled by or under common Control with such entity, and the term "*Control*" means the ability to direct the management of the entity, through equity ownership or otherwise.

(b) [REDACTED]



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[REDACTED]

2. **Services Standards.** FIM, in its sole discretion, at any time and from time to time, may engage any of its Affiliates and/or third parties to provide all or any of the Services. FIM shall provide the Services, or shall cause the Services to be provided, to the Transferred Subsidiary with substantially the same care and subject to substantially the same quality standards as FIM provided such Services to the Transferred Subsidiary during [REDACTED]

[REDACTED]

[REDACTED]

Losses, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises. The obligations and liabilities of an Indemnifying Party under this Section 3 with respect to Losses arising from claims of any third party which are subject to the indemnification provided for in this Section 3 ("**Third Party Claims**") shall be governed by and contingent upon the following additional terms and conditions: if an Indemnified Party shall receive notice of any Third Party Claim, the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim within thirty (30) days of the receipt by the Indemnified Party of such notice; *provided, however*, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Section 3 except to the extent the Indemnifying Party is materially prejudiced by such failure. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within twenty (20) business days of the receipt of such notice from the Indemnified Party; *provided, however*, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the reasonable judgment of the Indemnified Party for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel, at the expense of the Indemnifying Party, *provided* that in any case the Indemnifying Party shall not be obligated to pay the expenses of more than one separate counsel for all Indemnified Parties taken together. In the event the Indemnifying Party exercises the right to undertake any such defense against any such Third Party Claim as provided above, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnified Party is, directly or indirectly, conducting the defense against any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, all such witnesses, records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto as is reasonably required by the Indemnified Party. If the Indemnifying Party shall fail to defend after a reasonable time following notice of such Third Party Claim, or if, after commencing or undertaking any such defense, the Indemnifying Party fails to prosecute or withdraws from such defense, the Indemnified Party shall have the right to undertake the defense or settlement thereof and the Indemnifying Party shall be obligated to pay the reasonable fees, costs and expenses of one firm of counsel chosen by the Indemnified Party to defend or settle any Third Party Claim that is the subject thereof. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, (i) settle or compromise any Third Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Indemnified Party of a written release from all liability in respect of such Third Party Claim or (ii) settle or compromise any Third Party Claim in any manner that may adversely affect the Indemnified Party other than as a result of money damages or other monetary payments that are paid by the Indemnifying Party. No Third Party Claim which is being defended in good faith by the Indemnifying Party in accordance with the terms of this

Agreement shall be settled by the Indemnified Party without the prior written consent of the Indemnifying Party.

4. [REDACTED]

5. [REDACTED]

6. **Term and Termination; Discontinuation of Services.**

(a) This Agreement shall become effective as of the Effective Date and shall continue in full force and effect with respect to each Transferred Subsidiary for [REDACTED]

(b) Termination by Agreement. This Agreement may be terminated in whole as to FIM and all of the Transferred Subsidiaries, by mutual agreement of FIM and all of the Transferred Subsidiaries.

(c) Termination by Transferred Subsidiaries. Each Transferred Subsidiary may terminate this Agreement as between such Transferred Subsidiary and FIM, in whole but not in part:

(i) at any time and for any reason upon not fewer than [REDACTED] days' prior written notice to FIM; or

(ii) to the extent permitted by law, immediately and without any requirement of notice upon the occurrence of one or more of the following: (A) FIM becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due; (B) FIM is adjudicated insolvent or bankrupt; (C) FIM admits in writing its inability to pay its debts; (D) FIM shall suffer a custodian, receiver or trustee for it or substantially all of its property to be appointed and, if appointed with its consent, such custodian, receiver or trustee is not discharged within sixty (60) days; (E) FIM makes an assignment for the benefit of creditors; (F) FIM suffers proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors to be instituted against it and if contested by it not dismissed or stayed within sixty (60) days; (G) a proceeding under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by FIM; (H) any order for relief is entered related to any of the foregoing proceedings and not stayed or dismissed within sixty (60) days; (I) FIM shall call a meeting of its creditors with a view to arranging a composition or adjustment of its debts; or (J) FIM shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing. Any election to terminate this Agreement pursuant to this Section 6(c)(ii) by one or more Transferred Subsidiaries shall be effective as to all of the Transferred Subsidiaries.

(d) Termination by FIM. As between FIM and each Transferred Subsidiary, FIM may terminate this Agreement:

(i) as to the applicable Transferred Subsidiary or with respect to all of the Transferred Subsidiaries, in FIM's discretion, in the event that any Transferred Subsidiary is not in [REDACTED] compliance with any provision of this Agreement and has not cured such non-compliance within [REDACTED] days after notice from FIM;

(ii) as to the applicable Transferred Subsidiary, in the event that [REDACTED]

(iii) as to the applicable Transferred Subsidiary, in the event of a change in Control of the Transferred Subsidiary and, if the Agreement is not terminated by FIM as to such Transferred Subsidiary at the time of the change in Control, at any time thereafter

upon not fewer than [REDACTED] days' prior written notice to the applicable Transferred Subsidiary or its successor; or

(iv) as to the applicable Transferred Subsidiary, to the extent permitted by law, immediately and without any requirement of notice upon the occurrence of one or more of the following: (A) the Transferred Subsidiary becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due; (B) the Transferred Subsidiary is adjudicated insolvent or bankrupt; (C) the Transferred Subsidiary admits in writing its inability to pay its debts; (D) the Transferred Subsidiary shall suffer a custodian, receiver or trustee for it or substantially all of its respective property to be appointed and, if appointed with its consent, such custodian, receiver or trustee is not discharged within sixty (60) days; (E) the Transferred Subsidiary makes an assignment for the benefit of its creditors; (F) the Transferred Subsidiary suffers proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors to be instituted against it and if contested by it not dismissed or stayed within sixty (60) days; (G) a proceeding under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Transferred Subsidiary; (H) any order for relief is entered related to any of the foregoing proceedings and not stayed or dismissed within sixty (60) days; (I) the Transferred Subsidiary shall call a meeting of its respective creditors with a view to arranging a composition or adjustment of its debts; or (J) the Transferred Subsidiary shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

(e) Effects of Termination. Upon termination of this Agreement in whole or with respect to any Transferred Subsidiary, FIM shall cease to perform the Services for the applicable Transferred Subsidiary(ies). Termination of this Agreement in accordance with or pursuant to this Section 6 shall not affect the rights of FIM or any of the Transferred Subsidiaries with respect to any claims or damages it may have suffered as a result of any breach of this Agreement by the other party, nor shall it affect the rights of FIM or any of the Transferred Subsidiaries with respect to any liabilities or claims accruing, or based upon events occurring, prior to the date of termination.

## **7. Limitations on Liability; No Warranties.**

(a) Losses. Except as expressly provided in Section 3, FIM shall not, nor shall its employees, Affiliates, representatives or agents, be liable to any Transferred Subsidiary for any Losses arising out of or connected to the provision of Services under this Agreement, other than any Losses caused by the negligence or willful misconduct of FIM in connection with the provision of the Services under this Agreement.

(b) No Warranties. Except as expressly provided in Section 3, FIM does not make any representations or warranties, express or implied, regarding the merchantability, suitability, originality, fitness for a particular use or purpose, or results to be derived from the use of any materials, deliverables or Services provided under this agreement. FIM does not guarantee that any work product or deliverable hereunder will be error free.

(c)

8. **Force Majeure.** Each of the parties hereto, their employees, Affiliates, representatives and agents shall not be liable for any damages or delay or be deemed to be in breach or default of this Agreement (except in respect of liabilities (a) already accrued or (b) unrelated to the obligations affected by events described in this Section 8), if and to the extent that any of the following events beyond the party's reasonable control hinder, limit or make impracticable the performance of any of its obligations under this Agreement: war, riot, fire, explosion, terrorism, flood, earthquake, electrical power outage, sabotage, compliance with governmental laws, regulations, orders or actions, in each case imposed after the date of this Agreement, national defense requirements, labor strike, lockout or injunction (*provided* that FIM shall not be required to settle a labor dispute against its own best judgment), or other event beyond the reasonable control of the parties, their employees, Affiliates, representatives and agents. Any of the parties, its employees, representatives or agents thus hindered shall promptly give the other parties hereto notice thereof and use commercially reasonable efforts to identify the impediment and remove or otherwise address the impediment to action as soon as possible, or if practical, implement an alternative method for the continued provision of any affected Service. If the provision of any Services is suspended pursuant to this Section 8, then the obligations of the affected Transferred Subsidiary or Transferred Subsidiaries hereunder with respect to such suspended Services shall likewise be suspended.

9. **Miscellaneous.**

(a) **Amendment.** This Agreement may be amended only by an instrument in writing executed by both FIM and each of the Transferred Subsidiaries by or against whom the amendment is sought to be enforced.

(b) **Independent Contractor Status.** FIM shall serve as an independent contractor in rendering the Services, and its employees shall not be deemed to be employees of any Transferred Subsidiary. No party shall take any action, nor omit to take any action, which would create the appearance, or lead a reasonable person to believe, that FIM or any of its employees has any relationship to any of the Transferred Subsidiaries or any of the Networks, other than that of an agent to its principal. None of the Transferred Subsidiaries, on the one hand, or FIM, on the other hand, is authorized to undertake or assume any obligation of any kind, express or implied, or make any warranty, representation, commitment, guarantee or agreement on behalf of the other or assume or incur any liability or indebtedness on the other's behalf or bind the other under any obligations whatsoever. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership or joint venture between or among any of the parties.

(c) Notices. All notices, demands, and requests required or permitted to be given under this Agreement shall be in writing and will be deemed to have been duly given (i) upon delivery, when delivered in person or sent by facsimile or (ii) one business day after having been sent by a internationally recognized overnight courier service to the appropriate party and addressed as follows:

If to Rocky Mountain,

*with a copy (which shall not constitute notice) to:*

If to Pittsburgh,

*with a copy (which shall not constitute notice) to:*

If to Northwest,

*with a copy (which shall not constitute notice) to:*

If to FIM:

Fox Interactive Media, Inc.  
407 N. Maple Drive  
3rd Floor  
Beverly Hills, CA 90210  
Attn: [REDACTED]

*with a copy (which shall not constitute notice) to:*

Fox Interactive Media, Inc.  
407 N. Maple Drive  
3rd Floor  
Beverly Hills, CA 90210  
Attn: General Counsel

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 9(c).

(d) Assignment. None of the Transferred Subsidiaries may assign this Agreement, or assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of FIM, *provided, however*, that, without the prior written consent of FIM, any Transferred Subsidiary may assign this Agreement to [REDACTED]

[REDACTED] FIM may not assign this Agreement, or assign any of its rights or delegate any of its obligations under this Agreement, in respect of any Transferred Subsidiary without the prior written consent of the applicable Transferred Subsidiary; *provided, however*, that, without the prior written consent of any Transferred Subsidiary, FIM may (i) assign this Agreement or all or any of its rights or delegate all or any of its obligations hereunder to an Affiliate of FIM; or (ii) engage any other person, in FIM's discretion, to provide any portion of the Services, but any such engagement shall not relieve FIM of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) No Waiver. Any failure of any party to comply with any obligation, covenant, agreement or condition contained herein may be waived only if set forth in an instrument in writing signed by the party to be bound by such waiver, but such waiver or any failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any other failure.

(f) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof (other than Section 5-1401 of the New York General Obligations Law).

(g) Headings. The headings of this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

(h) Entire Agreement. This Agreement represents the entire understanding and agreement between FIM, on the one hand, and the Transferred Subsidiaries, on the other hand, with respect to the specific subject matter hereof. This Agreement supersedes all prior negotiations and agreements between the parties with respect to the subject matter hereof.

(i) Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by any court of competent jurisdiction, the remainder of this Agreement and the application of such provision



to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(j) Attorneys' Fees. If any legal action, including without limitation arbitration, should arise among the parties hereto under this Agreement, the prevailing party in such action will be reimbursed for all reasonable expenses incurred in connection with such action, including reasonable attorneys' and professional fees.

(k) Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original but which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Webpage Services Agreement as of the Effective Date.

Fox Sports Net Rocky Mountain, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

Fox Sports Net Pittsburgh, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

Fox Sports Net Northwest, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

Fox Interactive Media, Inc.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_







## EXHIBIT H

### FSD REPRESENTATION AGREEMENT

This FSD Representation Agreement (this "Agreement"), effective as of [ ] (the "Effective Date"), is entered into between FOX SPORTS DIRECT ("FSD"), a division of ARC Holding, Ltd., on the one hand, and [ ], LLC [ ], LLC ("[ ]"), [ ], LLC ("[ ]"), and [ ], LLC ("[ ]") and collectively with [ ] and [ ], the "Networks" and, each a "Network", on the other hand.

#### BACKGROUND

- A. Networks own and operate the satellite-delivered regional sports network programming services known as [ ], [ ] and [ ] (collectively, the "Services").
- B. Networks are subject to the covenants described in the side letter executed by L Media Corporation concurrently herewith that govern Global Affiliation Agreements (as defined therein).
- C. FSD and Networks desire FSD to continue to represent and provide services to Networks in their distribution relationship for the Services with DirecTV, Inc. ("DirecTV") and EchoStar Satellite L.L.C. ("EchoStar") and together with DirecTV, the "Distributors") pursuant to the terms of this Agreement.

NOW THEREFORE, FSD and Networks agree as follows:

1.

2.

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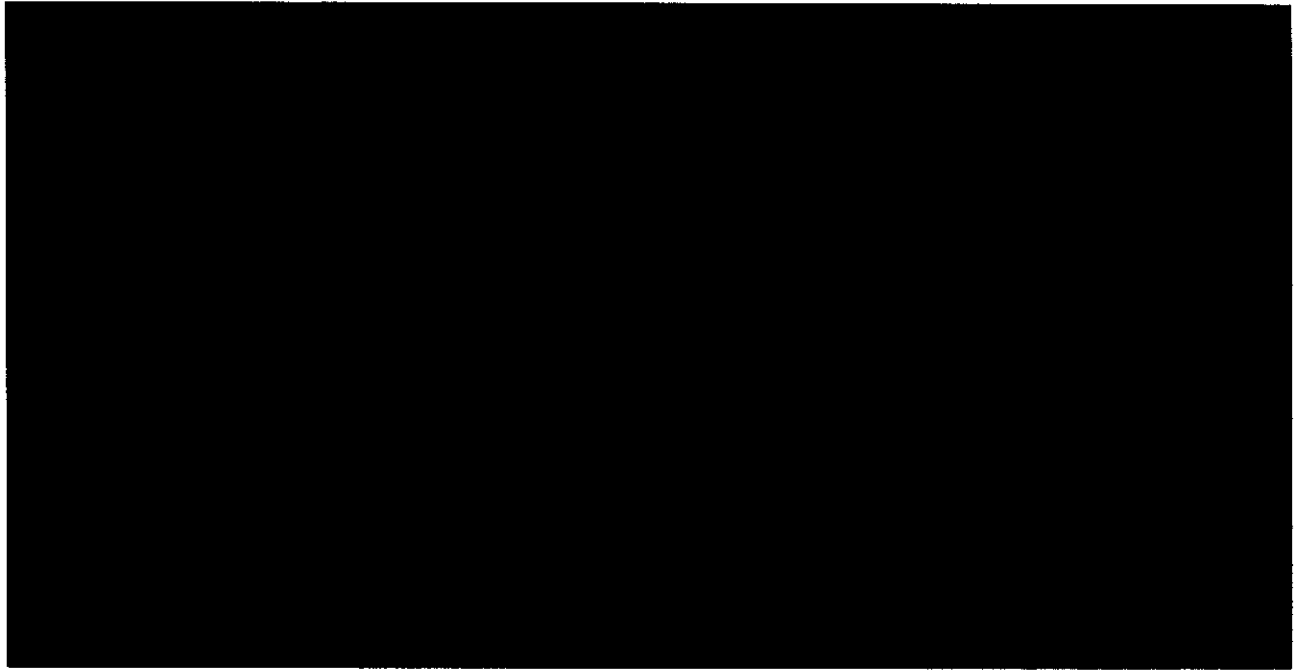
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- [REDACTED]
3. **TERM.** The term (the "Term") of this Agreement begins on the Effective Date and ends [REDACTED]

[REDACTED] Notwithstanding the foregoing, in the event that DirecTV or EchoStar agree in writing with Network(s) to the separation of one or more of the Services from the Existing Agreements and FSD consents to such Agreement, provided that FSD may not unreasonably withhold or delay its consent, this Agreement will terminate with respect to such Service(s) and such Network(s) upon the effective date of such agreement.

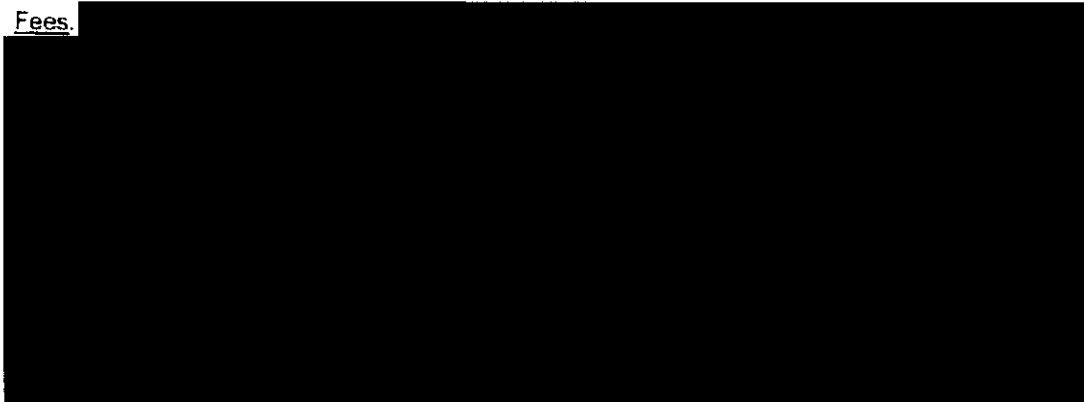
4. **SIGNAL DELIVERY.** Each Network will be responsible for delivery of its Service signal (or any other content offering from Network authorized by FSD under this Agreement) to the Distributors at such Network's cost and expense.
5. **CHANNEL MAPPING SERVICES.** FSD will provide to the Services the channel mapping services described in Schedule 2.

6. [REDACTED]



8. FEES AND REPORTS.

a. Fees.



- b. Reports. Within 60 days after each calendar month, FSD will submit to Networks the Service subscriber information associated with the Services and most recently supplied by the Distributors in their monthly reports.
- c. Books and Records. Each party will provide to the other all information reasonably necessary for the other party to verify the accuracy of each payment and performance of all obligations hereunder, and such other information for such purpose as the other party may from time to time reasonably request. If requested, the accuracy and completeness of such information will be certified by a senior executive officer of the party providing such information to the best of such executive's knowledge after appropriate investigation (except that certification required under Section 6(b) shall be by the Chief Financial Officer of the relevant Network). Each party will have reasonable and customary audit rights. If any such audit reveals the underpayment for the period audited of more than five percent (5%) of the amount properly payable for such period, then the



audited party will reimburse the other party for all costs and expenses of such audit. Any amount not paid hereunder when due will accrue interest from the due date at the lesser of one percent (1%) per month or the maximum rate permitted by law.

9. **TERMINATION.** In addition to any other rights under this Agreement, at law or in equity, a party may terminate this Agreement upon written notice to the other party: (A) if the other party is in material breach of this Agreement (provided that the breaching party shall have 30 days to cure such breach following notice of breach); (B) if the other party files a petition in bankruptcy, is insolvent or seeks relief under any law related to financial condition or inability to meet payment obligations; if an person files an involuntary petition in bankruptcy against the other party, or seeks relief under any law related to financial condition or inability to meet payment obligations, unless such involuntary petition is dismissed or relief is denied within 30 days after it has been filed or sought; or (D) upon mutual agreement of FSD and one or more of the Networks. Termination pursuant to any provision of this Section 9 will be valid only between FSD and the applicable Network.
10. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants that (A) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; and (b) it is in compliance with all applicable laws and regulations relating to its obligations hereunder, with which the failure to comply would result in a material adverse effect to the business or financial condition of the applicable party.
11. **INDEMNIFICATION.** Each party to this Agreement shall indemnify and hold harmless the other party and such other party's parents, affiliates, subsidiaries, permitted successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against any and all liability, actions, claims, demands, losses, damages (excluding lost profits, loss of revenues or incidental or consequential damages) or expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) (all of the foregoing, "Claims") caused by or arising out of the indemnifying party's breach of this Agreement. A party seeking indemnification will give the other party prompt notice of a Claim. Failure to give such prompt notification will relieve the indemnifying party of its indemnification obligations to the extent that such failure has prejudiced the indemnifying party's defense of such Claim. The indemnifying party may assume the defense of each Claim to which its indemnity applies. The indemnified party will cooperate fully (at the expense of the indemnifying party) with the indemnifying party in defending and settling the Claim in question. If the indemnified party desires to settle a Claim, it will obtain the prior written consent of the indemnifying party, which consent will not be unreasonably withheld or delayed. Failure to obtain such consent shall relieve the indemnifying party of its indemnification obligations with respect to such Claim. This Section 11 will survive termination or expiration of this Agreement for a period of five years.
12. **NOTICES.** Any notice or report given under this Agreement will be in writing (unless otherwise expressly provided) and sent registered or certified mail, postage prepaid, return receipt requested, or by hand or messenger delivery, or by Federal Express or similar overnight delivery service, or by facsimile with receipt confirmed, to the other party at its contact information set forth on the signature page to this Agreement (or such other contact information designated by such party in accordance with this Section 12). Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. If any notice or report is delivered to any party in a manner which does not comply with this Section 12, such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other party.
13. **ASSIGNMENT.** This Agreement is binding upon each party's assigns, transferees and successors; provided that, no party may assign or otherwise transfer, by operation of law or otherwise, this Agreement in whole or in part without the other party's prior written consent which consent shall not